

1 David Sanford (DC 457933)  
2 dsanford@sanfordheisler.com  
3 **SANFORD HEISLER, LLP**  
4 1666 Connecticut Ave NW, Ste. 300  
5 Washington, DC 20009  
6 Telephone: (202) 499-5200  
7 Facsimile: (202) 499-5199  
8 Admission *Pro Hac Vice*

9 Felicia Medina (CA 255804)  
10 fmedina@sanfordheisler.com  
11 Xinying Valerian (CA 254890)  
12 xvalerian@sanfordheisler.com  
13 Danielle Fuschetti (CA 294064)  
14 dfuschetti@sanfordheisler.com  
15 **SANFORD HEISLER, LLP**  
16 555 Montgomery Street, Suite 1206  
17 San Francisco, CA 94111  
18 Telephone: (415) 795-2024  
19 Facsimile: (415) 795-2021

20 J. Bryan Wood (IL 6270845)  
21 bryan@bryanwoodlaw.com  
22 **THE WOOD LAW OFFICE, LLC**  
23 303 W. Madison St., Suite 2650  
24 Chicago, Illinois 60606  
25 Telephone: (312) 554-8600  
26 Facsimile: (312) 577-074  
27 Admission *Pro Hac Vice*  
28 Attorneys for Plaintiff

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

TRACI RIBEIRO, on behalf of herself and  
all others similarly situated,

PLAINTIFF,

v.

SEDGWICK LLP,

DEFENDANT.

Case No. 3:16-cv-04507-WHA

**PLAINTIFF'S STATUS REPORT**

Courtroom: 8, 19<sup>th</sup> Floor  
Judge: The Hon. William Alsup

Trial Date: N/A  
Date Action Filed: 07/26/2016

1 Pursuant to the Court's Orders dated November 2, 2016 (Docket No. 31) and November  
2 7, 2016 (Docket No. 40), Plaintiff Traci Ribeiro and Defendant Sedgwick LLP conferred and  
3 did not agree on the content of a joint status report. Plaintiff hereby submits this Status Report.

4 On December 9, 2016, a hearing was held telephonically in arbitration to decide the  
5 issue of whether the parties are obligated to arbitrate the claims in this case, per the Court's  
6 Order dated November 2, 2016. (Docket No. 31). The Honorable Robert A. Baines (Ret.), who  
7 is serving as Arbitrator in this case, presided at the hearing. Counsel for both sides appeared  
8 and argued on the subject of arbitrability. After hearing oral argument, Judge Baines took the  
9 matter under submission.

10 On December 14, 2016, Judge Baines issued an Order Determining Arbitrability of  
11 Claims. The Order makes the following findings: (1) the arbitration agreement encompasses the  
12 individual and class claims at issue; (2) Ribeiro established the requisite showing of procedural  
13 unconscionability; and (3) several provisions of the arbitration agreement are substantively  
14 unconscionable, including the application of the JAMS Comprehensive Arbitration Rules  
15 (which require cost-sharing), the agreement's cost-sharing provision, the 90-day statute of  
16 limitations, and the requirement that the arbitration hearing commence within 90 days of the  
17 appointment of the arbitrator. The Order mandates that these unconscionable provisions be  
18 severed and that the claims at issue be arbitrated under the JAMS Employment Arbitration  
19 Rules and Procedures and JAMS Policy on Employment Arbitration Minimum Standards of  
20 Procedural Fairness. Sedgwick is to bear the costs of the arbitration proceeding. The Order  
21 also sets forth preliminary procedures pertaining to discovery and motion practice.

22 The Parties are meeting and conferring over scheduling in early January, after which  
23 they will have a preliminary conference with Judge Baines to formally set a discovery and  
24 motion schedule.

25 Respectfully submitted,

26 ///

27 ///

1 DATED: January 3, 2017

2 SANFORD HEISLER, LLP

3  
4 By: /s/ Xinying Valerian

5 \_\_\_\_\_  
6 David Sanford  
7 Felicia Medina  
8 Xinying Valerian  
9 Danielle Fuschetti  
10 Attorneys for Plaintiff  
11 TRACI M. RIBEIRO  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28